



REQUEST FOR PROPOSALS
RESTAURANT SUBLEASE – 777 NW 2ND AVENUE, UNIT D1, MIAMI, FL, 33136

RFP NUMBER
26-01

ISSUE DATE:
July 29, 2026

Non-Mandatory Pre-Submittal Meeting
August 4, 2026, at 10:00am

At:
SEOPW CRA Office
819 NW 2nd Avenue
3rd Floor
Miami, FL 33136

RFP SUBMISSION DATE AND TIME:

No later than
September 1, 2026, at 11:00am

At:
The Office of the City Clerk
City of Miami
3500 Pan American Drive

DESIGNATED CONTACT
Brian Zeltsman, RA
Director of Architecture and Development

Southeast Overtown/Park West
Community Redevelopment Agency
819 NW 2nd Ave, 3rd Floor
Miami, Florida 33136

Phone: 305-679-6827
Email: bzeltsman@miami.gov
Website: www.seopwcra.com



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PUBLIC NOTICE

RFP NO: 26-01

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY

NOTICE OF DISPOSITION AND REQUEST FOR PROPOSALS –

RFP 26-01 - RESTAURANT SUBLEASE - 777 NW 2ND AVENUE, UNIT D1, MIAMI, FL, 33136

The Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") pursuant to Florida Statute 163.380(3)(a), is declaring its intent to sublease a 4,000 square foot property leased by the SEOPW CRA and located at 777 NW 2nd Avenue, Unit D1, Miami, FL 33136. The SEOPW CRA may sublease property for uses in accordance with the 2018 SEOPW CRA Redevelopment Plan Update ("Redevelopment Plan"). The SEOPW CRA is seeking proposals from established restaurateurs, or any persons interested in undertaking the sublease of space for a full-service restaurant in the Redevelopment Area.

Completed responses must be delivered to the City of Miami - City Clerk's Office, 3500 Pan American Drive, Miami, Florida 33133 no later than 11:00am on September 1, 2026. Any Responses received after the above date and time or delivered to a different address or location will not be considered.

The Redevelopment Plan may be obtained from the SEOPW CRA office at 819 NW 2nd Ave, 3rd Floor, Miami, Florida 33136, or from the SEOPW CRA webpage at: seopwcra.com.

RFP documents may be obtained on or after **July 29, 2026**, from the SEOPW CRA office at 819 NW 2nd Ave, 3rd Floor, Miami, Florida 33136, or from the SEOPW CRA webpage at: seopwcra.com

A non-mandatory pre-submittal meeting will be held at the SEOPW CRA office at 819 NW 2nd Ave, 3rd Floor, Miami, Florida 33136 on **August 4, 2026 at 10:00 am**. It is the sole responsibility of all proposers to ensure the receipt of any addendum and it is recommended that proposers periodically check the SEOPW CRA webpage for updates and the issuance of addenda.

The SEOPW CRA reserves the right to accept any responses deemed to be in the best interest of the SEOPW CRA, to waive any minor irregularities, omissions, and/or technicalities in any responses, or to reject any or all responses and to re-advertise for new responses as deemed necessary by the SEOPW CRA without notice.

For more information, please contact the SEOPW CRA office at (305) 679-6800.



SECTION 1

1.0: INTRODUCTION

1.1 Invitation

The Southeast Overtown/Park West Community Redevelopment Agency, (“SEOPW CRA”) has publicly noticed its intent for disposition by means of a sublease of real property and is seeking proposals from established restaurateurs to sublease and operate a full-service restaurant within the Historic Overtown neighborhood in Miami, Florida.

1.2 Description of Property

The property (“Property”) consists of 1 commercial bay currently leased by the SEOPW CRA totaling 4,000 square feet at the ground level, Northeast corner of the newly completed Atlantic Square mixed-use building located at 777 NW 2nd Avenue, Miami FL, 33136. The Property has frontage on NW 8th Street and NW 1st Court.

**** The square footage of the restaurant space is approximately: 4,000 square feet.**

The Property is being subleased in its “AS IS, WITH ALL FAULTS” condition.

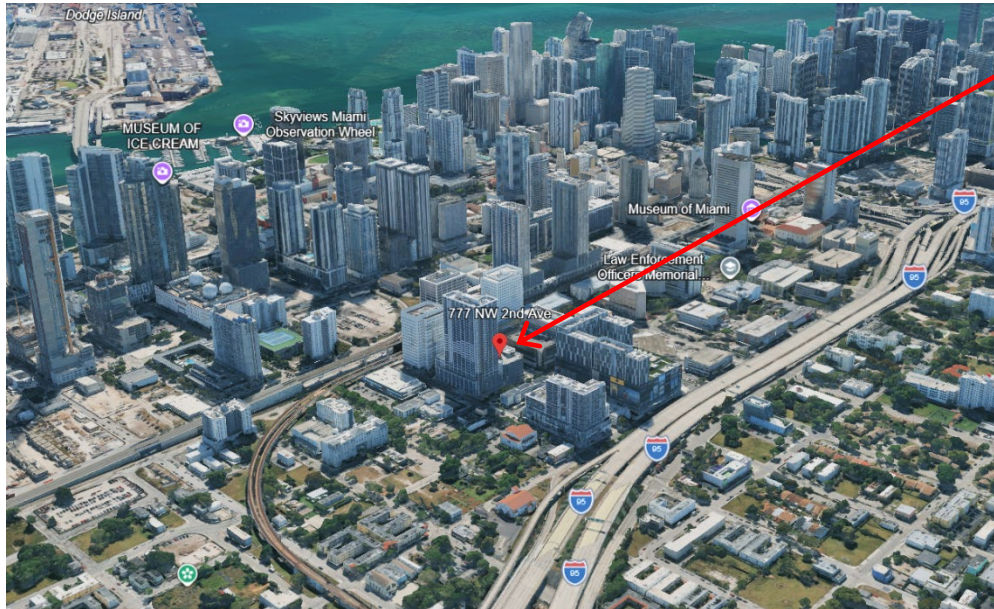
The successful proposer will be required to apply for and obtain a Certificate of Use and comply with all applicable codes and ordinances.

All available information on the referenced property may be obtained from the SEOPW CRA at 819 N.W. 2nd Avenue, Miami, Florida 33136. For further information, please contact Brian Zeltsman, SEOPW CRA Director of Architecture and Development, at (305) 679-6827 or bzeltsman@miamigov.com. All interested parties are encouraged to inspect the Property.

Christine King
Board Chair

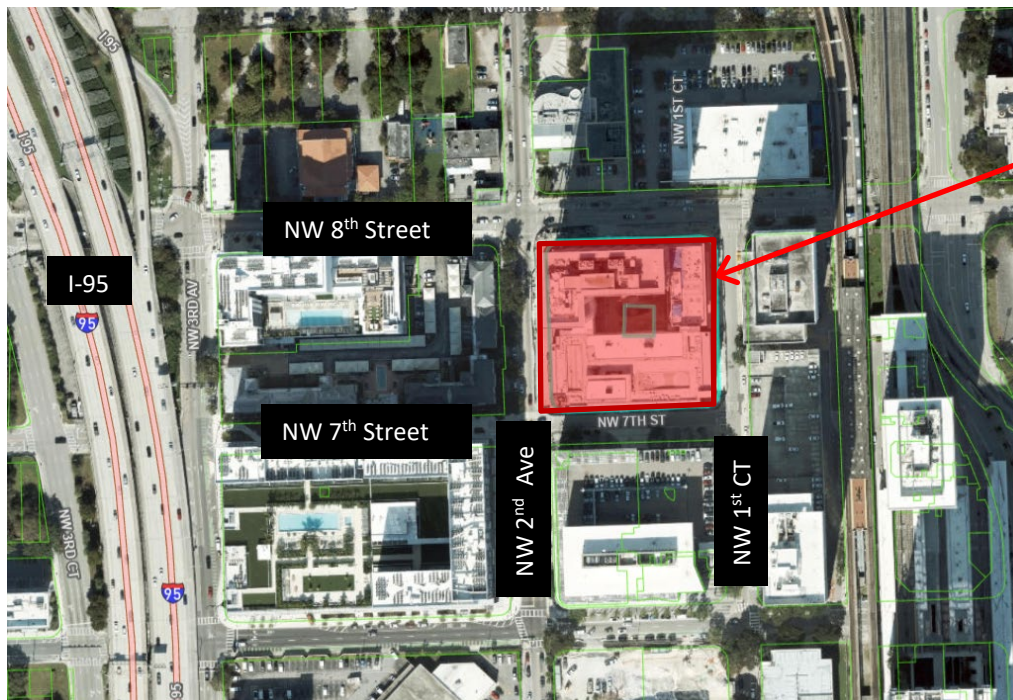


James D. McQueen
Executive Director



Subject Property
and Surrounding
Context

(View looking
Southeast)



Property
Location

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
819 NW 2nd Avenue, 3rd Floor | Miami, FL 33136

(305) 679-6800 | www.seopwcra.com | cra@miamigov.com



1.3 Background

The SEOPW CRA is a public agency formed under Fla. Stat: 163.330 and is responsible for carrying out community redevelopment activities and projects within the SEOPW CRA Redevelopment Area. The SEOPW CRA has entered into a lease agreement with Block 45, LLC, the developer of ‘Atlantic Square’, a recently completed mixed-use development at 777 NW 2nd Avenue, Miami, FL, 33136, for 4,000 square feet of ground floor commercial space at the corner of NW 8th Street and NW 1st Court. The SEOPW CRA leased the Property with the intent to sublease the space for a future full-service restaurant that complements Historic Overtown’s heritage and enhances the lives of Overtown residents (including residents of Atlantic Square), with an emphasis on small businesses that enhance Historic Overtown’s sense of place. Examples of businesses currently in the Redevelopment Area that meet this goal include Lil Greenhouse Grill and Red Rooster.

The space is to be delivered in “gray shell” condition (ready for subtenant buildout), with the specifications as follows:

- **Shell building:** the building, exterior, roof, service areas, common areas, exterior sidewalk, streets, and other improvements as part of the completed Atlantic Square Project.
- **Walls:** exterior walls and glass storefronts, unfinished walls on the interior side, and framed demising walls (finished on the exterior side).
- **Floors:** unfinished floors with no slab-on-grade. Subtenant shall infill.
- **Mechanical:** Subtenant will have access to all mechanical infrastructure that is stubbed out in these retail spaces, however they will need to provide their HVAC unit, ductwork, and exhaust.
- **Electrical:** Subtenant will have access to all electrical infrastructure that is stubbed out in these retail spaces and any additional electrical improvements will be provided by them.
- **Plumbing (Water & Sanitary Sewer):** Subtenant will have access to all water and sewer infrastructure that is stubbed out in these retail spaces.
- **Fire Alarm/Sprinklers:** fire alarms and sprinklers required in these spaces, per Miami-Dade County code requirements.
- **Sound attenuation/mitigation:** with sound attenuation in demising partitions only.
- **Grease Trap:** Grease trap line from space to grease trap, and grease trap for use by subtenant.

Subject to the approval of the SEOPW CRA Board of Commissioners, the SEOPW CRA will enter into a sublease agreement with the successful Proposer for an initial 5-year term with options for renewal, however specific terms of the sublease agreement are to be determined and are negotiable.



1.4 Property Photos, Floor Plan, and Existing Conditions

Exterior Photos:



SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
819 NW 2nd Avenue, 3rd Floor | Miami, FL 33136

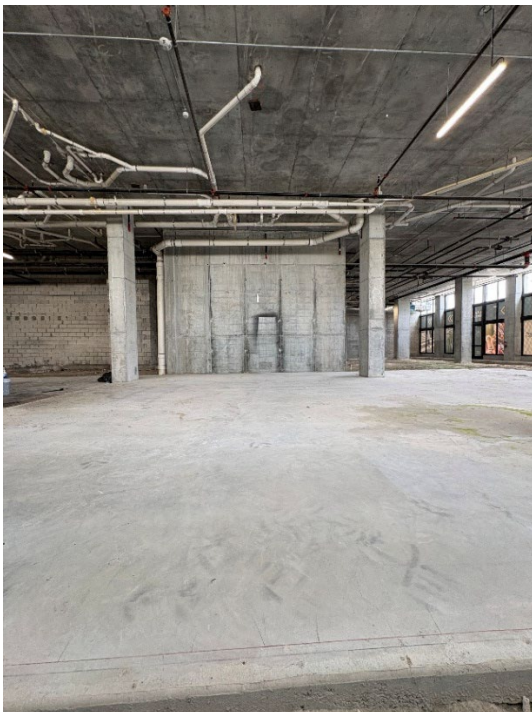
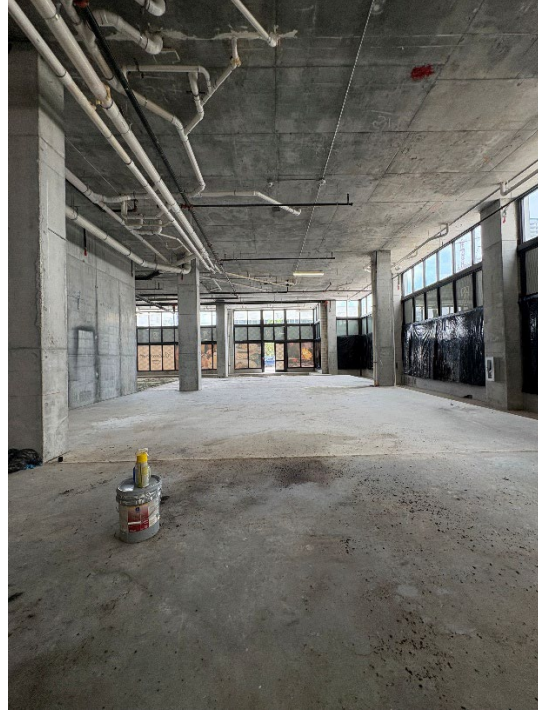
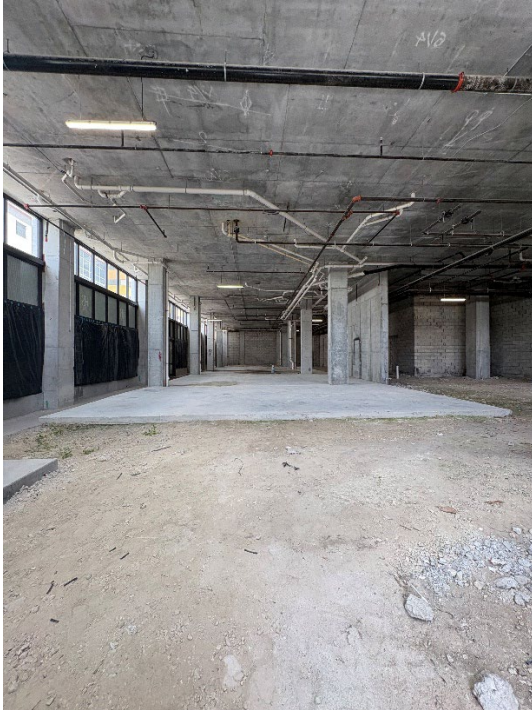
(305) 679-6800 | www.seopwcra.com | cra@miamigov.com

Christine King
Board Chair



James D. McQueen
Executive Director

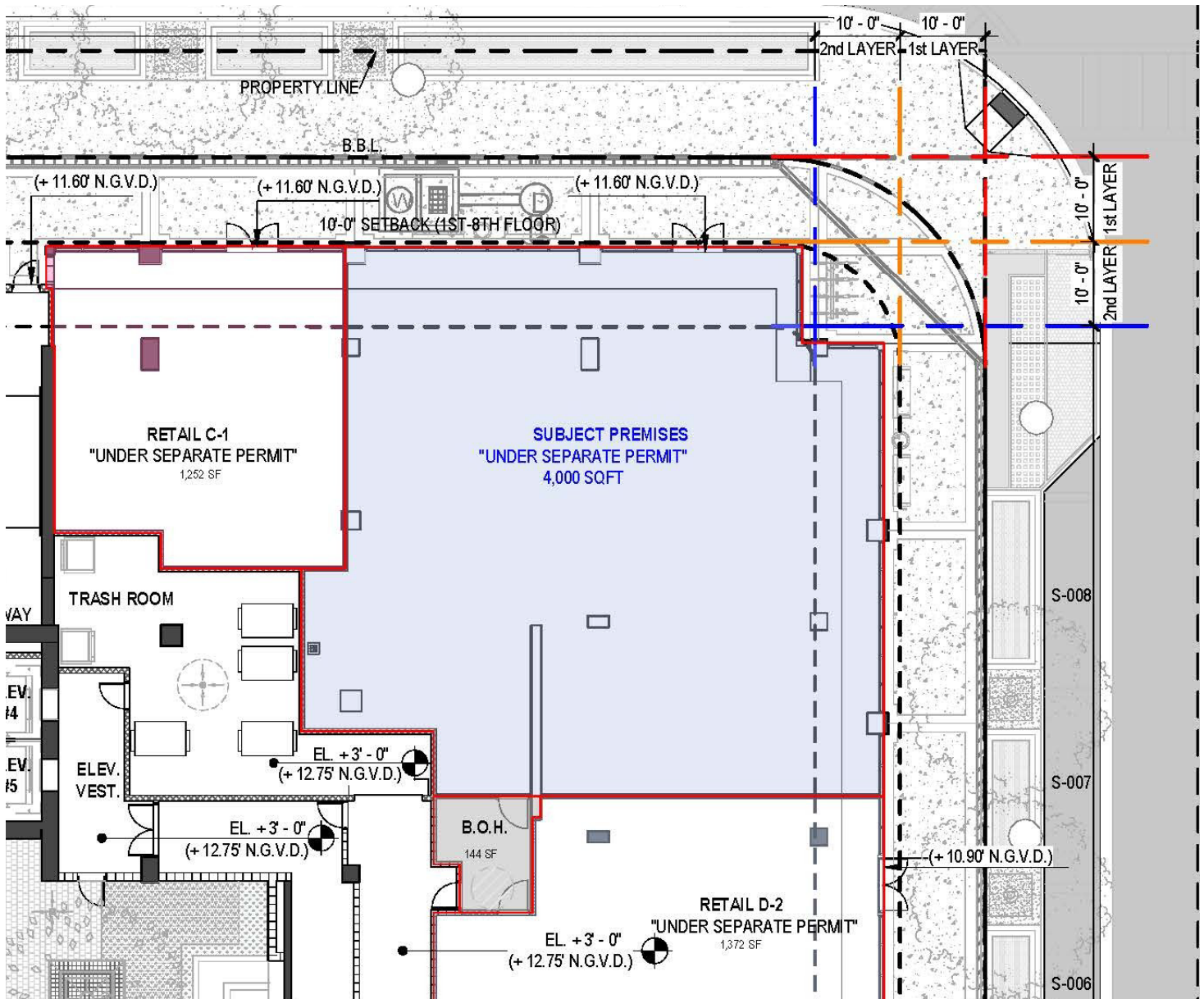
Interior Photos:



SOUTHEAST OVERTOWN/PARK WEST
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(305) 679-6800 | www.seopwcra.com | cra@miamigov.com



Enlarged Floor Plan:





SECTION 2

2.0: SUBMITTAL CONTENTS AND CRITERIA FOR EVALUATION

2.1 The Submittal

The goal of this RFP is to select an experienced restaurateur to sublease and operate a full-service restaurant in a manner satisfactory to the local community and the SEOPW CRA. All proposals must be consistent with the Redevelopment Plan and the Master Plan, both of which are available at: seopwcra.com

The proposals should present a comprehensive, well-articulated concept for the successful and profitable operation of the restaurant, complete with supporting documentation to include a restaurant concept, financing plan, proposer's qualifications and experiences, past and current comparable endeavors, and user commitments and local community support. To that end, the following provisions shall be applicable:

1. Business Concept and Vision (Maximum 20 Points)

- **Restaurant Concept:** Provide a clear description of the restaurant concept, including the type of cuisine, service model, culinary approach, and overall dining experience.
- **Menu Offering:** Provide a sample menu that reflects the proposed concept, including appetizers, entrées, beverages, desserts, specialty items, and any unique or signature offerings.
- **Target Audience:** Identify the target customer demographic (e.g., residents, office workers, families, tourists, students) and explain how the restaurant will serve and attract those customers.
- **Branding and Design:** Describe the restaurant's theme, atmosphere, branding, and design elements that will distinguish it from other dining establishments.
- **Cultural Relevance:** Describe how the concept reflects, celebrates, or complements the history, culture, and character of Historic Overtown's "sense of place".

2. Experience and Qualifications (Maximum 20 Points)

- **Owner and Management Experience:** Provide a summary of the ownership and management team, highlighting relevant restaurant, hospitality, food service, or business operations experience and successful ventures.
- **Relevant Restaurant Experience:** Demonstrate experience owning, operating, or managing restaurants or similar hospitality establishments. Include examples of current or past operations and evidence of successful performance.
- **Leadership and Staffing Plan:** Detail the qualifications of key personnel, including chefs, managers, and operational staff. Discuss staffing plans, employee training, retention strategies, and opportunities for workforce development.



3. Financial Viability (Maximum 25 Points)

- **Financial Capacity:** Provide recent financial statements demonstrating financial stability and the ability to successfully launch and operate the proposed restaurant. Include proof of available capital as appropriate.
- **Proposed Rent and Sublease Terms:** Detail the proposed rental structure, sublease term, and any requested tenant improvements, concessions, or special sublease provisions.
- **Capital Investment:** Describe the anticipated investment required to construct, renovate, furnish, equip, and open the restaurant. Include estimated costs and a proposed implementation schedule.
- **Financial Projections:** Provide three-year financial projections, including anticipated revenues, expenses, occupancy costs, profitability, and break-even analysis.

4. Community Impact and Engagement (Maximum 10 Points)

- **Community Revitalization:** Explain how the proposed restaurant will contribute to neighborhood revitalization through job creation, increased pedestrian activity, destination appeal, and overall economic development.
- **Local Sourcing and Partnerships:** Describe plans to support local businesses through partnerships, local procurement, vendor relationships, or collaborations with neighborhood organizations.
- **Community Engagement:** Detail plans to engage with residents and community stakeholders through events, sponsorships, educational programs, catering services, cultural celebrations, or other outreach efforts.

5. Operations and Management (Maximum 5 Points)

- **Hours of Operation:** Provide proposed operating hours and explain how the restaurant will ensure reliable service and a consistent customer experience.
- **Health and Safety Compliance:** Describe procedures and protocols for compliance with applicable health, safety, sanitation, and food service regulations.
- **Quality Assurance and Training:** Provide a plan for maintaining food quality, service standards, operational consistency, and customer satisfaction, including employee training and performance monitoring.



6. Marketing and Branding (Maximum 5 Points)

- **Brand Identity:** Describe the restaurant's brand, image, and market positioning, including how it will distinguish itself within the local dining and entertainment market.
- **Cultural Relevance:** Describe how the proposed branding, programming, menu, design, or customer experience incorporates and celebrates the history, culture, and identity of Historic Overtown and the surrounding community.
- **Digital Marketing Strategy:** Outline a marketing plan that includes social media, website presence, digital advertising, customer engagement initiatives, and promotional campaigns.
- **Promotions and Special Events:** Describe planned promotions, events, entertainment offerings, partnerships, loyalty programs, or other initiatives intended to attract and retain customers.

7. Technology Integration (Maximum 5 Points)

- **Point of Sale (POS) Systems:** Provide details of the POS system you plan to use to streamline operations, track inventory, and improve customer service.
- **Online Ordering and Delivery:** Outline any plans for online ordering, delivery services, or partnerships with third-party delivery platforms (e.g., UberEATS, DoorDash).
- **Customer Experience:** Discuss any other technology implementations that will enhance the customer experience (e.g., digital menus, waitlist management systems).

8. Tenant Responsibility and Community Commitment (Maximum 10 Points)

- **Maintenance and Care of Premises:** Describe the tenant's commitment to maintaining the premises, equipment, furnishings, landscaping (if applicable), cleanliness, and overall appearance of the subleased space.
- **Community Stewardship:** Demonstrate a commitment to supporting neighborhood initiatives, cultural programming, community partnerships, and economic opportunities that benefit Historic Overtown and surrounding residents.



2.2 Submission Process

Proposer(s) shall submit 1 printed original, 5 printed copies, and 1 copy submitted electronically on a USB drive storage device. All submittals must be on 8 1/2" x 11" paper, neatly typed on one side only, with normal margins, and spacing. Handwritten responses will not be accepted. Said proposal must be submitted in a labeled and sealed envelope and delivered **only** to the following address:

**CITY OF MIAMI
The Office of the City Clerk
3500 Pan American Drive
Miami, Florida 33133**

Responses must be **clearly marked on the outside of the package referencing:**

RFP NO. 26-01

**REQUEST FOR PROPOSALS
RESTAURANT SUBLEASE - 777 NW 2ND AVENUE, UNIT D1, MIAMI, FL, 33136**

Responses are due no later than **September 1, 2026, at 11:00 a.m.**

Note: Submissions will **not** be accepted at the SEOPW CRA's office, nor any other location. Responses received after, the date and time stated in the RFP will not be accepted and shall be returned unopened to the proposer(s).



SECTION 3

3.0: RFP GENERAL CONDITIONS

3.1 Additional Information or Clarification

Request for additional information or clarifications must be made in writing to the designated contact of the SEOPW CRA at the location listed on the cover page of this RFP. Proposer(s) may also email their requests for additional information or clarifications to the attention of the designated contact.

Any request for additional information or clarification must be received in writing **no later than 4:00 PM on August 21, 2026.**

The SEOPW CRA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the response submission date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the proposer's responsibility to assure submission and receipt of all addenda. Prior to submitting the response, the proposer should check the SEOPW CRA webpage, where all addenda will be posted.

3.2 Changes / Alterations

The proposer(s) may change or withdraw a response at any time prior to the response submission deadline. All changes or withdrawals shall be in writing. Oral / verbal changes, modifications, or withdrawals will not be recognized and will be disregarded. Written modifications will not be accepted after the response submission deadline. Proposer(s) shall not assign or otherwise transfer their response to another individual or entity.

3.3 Sub-consultants

A sub-consultant is an individual or firm contracted by the proposer or proposer's firm to assist in the performance of services required under this RFP. Sub-consultants are allowed by the SEOPW CRA in the performance of the services delineated within this RFP and shall be paid through proposer or proposer's firm and not paid directly by the SEOPW CRA. The proposer must clearly reflect in its response the major sub-consultants to be utilized in the performance of required services. The SEOPW CRA retains the right to accept or reject any sub-consultant proposed in the response of successful proposer(s) or proposed prior to agreement execution. Any and all liabilities regarding the use of a sub-consultant must be maintained in good standing and approved by the SEOPW CRA throughout the duration of the agreement. Neither the successful proposer(s) nor any of its sub-consultants are considered to be employees or agents of the SEOPW CRA. Failure to list all major sub-consultants and provide the required information may disqualify any proposed sub-consultants from performing work under this RFP.



Proposer(s) shall include in their response the requested sub-consultants information and include all relevant information and include all relevant information required of the proposer(s).

Proposer(s) are expressly prohibited from substituting sub-consultants contained in the response. Such substitution, for any reason, after receipt of the response, and prior to award by the SEOPW CRA, shall result in disqualification of the response from further consideration for award.

3.4 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP should be immediately reported in writing to the SEOPW CRA. Should it be necessary, the SEOPW CRA will issue an addendum clarifying such conflicts or ambiguities.

3.5 Disqualification

The SEOPW CRA reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer(s).

Any response submitted by a proposer(s) who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the SEOPW CRA (including any agency or department of the City of Miami) or where the SEOPW CRA has an open claim against a proposer(s) for monies owed the SEOPW CRA at the time of proposal submission, will be disqualified and shall not be considered for award.

Any proposer(s) who submits in its response any information that is determined by the SEOPW CRA, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

3.6 Proposer(s) Expenditures

The proposer(s) understand and agree that any expenditure they make in preparation and submittal of responses or in the performance of any services requested by the SEOPW CRA in connection with the responses to this RFP are exclusively at the expense of the proposer(s). The SEOPW CRA shall not pay or reimburse any expenditure or any other expense incurred by any proposer(s) in preparation of a response and/or anticipation of a contract award and/or to maintain the approved status of the successful proposer(s) if an agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

3.7 Legal Requirements

This RFP is subject to all applicable federal, state, and local laws, codes, ordinances, rules, and regulations that in any manner affect any of the services covered herein. Lack of knowledge by the proposer shall in no way be cause for relief from responsibility.



3.8 Collusion

By submitting a proposal, the proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a proposal for the same services, or with the SEOPW CRA. The proposer certifies that its proposal is fair, without control, collusion, fraud, or other illegal action. The proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The SEOPW CRA will investigate all situations where collusion may have occurred and the SEOPW CRA reserves the right to reject any and all proposal where collusion may have occurred.

3.9 Key Personnel

Subsequent to submission of a proposal and prior to award of an agreement, key personnel, or staff shall not be changed. Any changes in key personnel will result in the proposal being rejected and not considered for award.

3.10 SEOPW CRA Reservations

The SEOPW CRA reserves the right, in its sole and absolute discretion, to:

- (1) Cancel this solicitation before the proposal due date and reject any or all proposals after receipt; re-advertise or reissue the solicitation; and extend or otherwise modify deadlines or terms by written addendum;
- (2) Waive non-material irregularities, informalities, and technicalities, request and receive clarifications or additional information, allow correction of non-material errors, and determine proposer responsiveness and responsibility;
- (3) Approve, reject, or direct re-evaluation of the evaluation committee's recommendation, reject all proposals, recommend reissuance of the solicitation, or enter into negotiations as permitted by the Code of the City of Miami, Florida, as amended ("City Code") or other applicable law; and
- (4) Make no award and incur no obligation unless and until an award (if any) is approved as required by Chapter 18, Article III of the City Code and a written agreement is fully executed.

The decision of the SEOPW CRA Board of Commissioners, where applicable, is final.

3.11 Public Records

Proposer(s) understand that the public shall have access, at all reasonable times, to all documents and information pertaining to SEOPW CRA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the SEOPW CRA and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the agreement (if awarded) by the SEOPW CRA.



3.12 Insurance

The successful Proposer will be required to obtain and hold the required insurance at the minimum levels listed below throughout the sublease term:

I. Commercial General Liability

Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$2,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Endorsements Required

City of Miami listed as an Additional Insured

SEOPWCRA listed as an additional insured

Contingent and Contractual Liability

Primary Insurance Clause Endorsement

Hired and Non-Owned Auto Endorsement

II. Worker's Compensation

Limits of Liability

Statutory-State of Florida

Waiver of subrogation

Employer's Liability

Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

III. Umbrella Liability

Each Occurrence \$2,000,000

Policy Aggregate \$2,000,000

City of Miami and SEOPWCRA listed as additional insured. Coverage is excess over all liability policies including liquor

IV. Liquor Liability

Each Occurrence \$1,000,000

Policy Aggregate \$1,000,000

City of Miami and SEOPWCRA listed as additional insured



V. Property

Commercial Property Insurance covering the business personal property owned by successful Proposer.

Commercial property insurance shall, at a minimum, cover the perils insured under the ISO Special Causes of Loss Special Form (CP 10 30), or a substitute form providing equivalent coverages written on an All Risk or Direct Physical Loss or Damage, including wind and named storm coverage and hail not to exceed 5% deductible. In addition, the policy should cover time element and flood, if applicable. The amount of insurance shall equal the full estimated replacement cost. The City and SEOPW CRA shall be included as loss payees under the commercial property insurance.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than “A-” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates of Insurance can be directed towards the following addresses:

City of Miami
Attn: Risk Management
444 S.W. 2nd Avenue
Miami, Florida 33130

And

Southeast Overtown/Park West Community Redevelopment Agency
819 N.W. 2nd Avenue, 3rd Floor
Miami, Florida 33136

3.13 RFP Protest

Any RFP protest must be filed within 6 days of award.



SECTION 4.0

4.0: EVALUATION / SELECTION PROCESS AND CONTRACT AWARD

Review for Responsiveness

Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” proposal is one which meets the requirements of the RFP, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures/attachments as required on each document.

The procedure for response evaluation, selection and award is as follows:

1. Solicitation issued;
2. Receipt of responses by City Clerk;
3. Opening and listing of all responses received by City Clerk;
4. SEOPW CRA staff will review each submission for compliance with the submission requirements of the solicitation, including verifying that each submission includes all documents required;
5. An Evaluation Selection Committee ("Committee"), appointed by the Executive Director of the SEOPW CRA, comprised of appropriate City and/or SEOPW CRA Staff, and members of the community, as deemed necessary, with the appropriate technical expertise and/or knowledge, shall meet to evaluate each response in accordance with the requirements of this solicitation and based upon the evaluation criteria as specified herein;
6. The Executive Director of the SEOPW CRA or the Committee each reserves the right to request Proposers participate in a cooked food presentation for tasting, and/or to make oral presentations before the Committee as part of the evaluation process. The presentation may be scheduled at the convenience of the Committee and shall be recorded;
7. Upon completion of its evaluation process, the Committee will forward its recommendation to the SEOPW CRA Executive Director, listing the proposals in rank order, for negotiations to begin with the top-ranked Proposer. No Proposer(s) shall have any rights against the SEOPW CRA arising from such negotiations thereof;
8. The Executive Director reserves the right to reject the recommendation to negotiate, and instruct the Committee to re-evaluate and make another recommendation, or reject all proposals. No Proposer(s) shall have any rights against the SEOPW CRA arising from such termination thereof;
9. If the Executive Director accepts the recommendation to negotiate, the SEOPW CRA will negotiate a final sublease Agreement with the Successful Proposer, and submit a recommendation to award a Sublease Agreement (s) to the Executive Director; should negotiations fail, the SEOPW CRA reserves the right to terminate negotiations and initiate negotiations with the second Proposer with the second highest votes and so forth until a Sublease Agreement is negotiated;



10. The Executive Director shall then submit his or her award recommendation and negotiated Sublease Agreement(s) to the SEOPW CRA Board for approval. Written notice shall be provided to all Proposers.
11. If the Executive Director accepts the award recommendation, the Executive Director's recommendation for award of Sublease Agreement will be posted on the SEOPW CRA website.
12. After reviewing the Executive Director's recommendation, the SEOPW CRA Board of Commissioners may:
 1. Approve the Executive Director's award recommendation and negotiated Sublease Agreement(s);
 2. Reject all proposals;
 3. Reject all proposals and instruct the Executive Director to reissue a solicitation; or
 4. Reject all proposals and instruct the Executive Director to enter into competitive negotiations with at least three (3) individuals or firms possessing the ability to perform such services and obtain information from said individuals or firms relating to experience, qualifications and the proposed cost or fee for said services, and make a recommendation to the SEOPW CRA Board.
13. The decision of the SEOPW CRA Board of Commissioners shall be final. Written notice of the award shall be given to the Successful Proposer.

All SEOPW CRA Board of Commissioners considerations shall be made at a public meeting, as required by Section 286.011, Florida Statutes. The SEOPW CRA Board of Commissioners shall have the final decision-making authority concerning the selection of a successful proposal for the disposition of SEOPW CRA-owned real property or interest therein.



The factors outlined below shall be applied to all eligible proposals for scoring by the Selection Committee to determine the rankings:

EVALUATION CRITERIA	MAXIMUM POINT VALUE
<i>Business Concept and Vision (includes menu tasting if applicable)</i>	20
<i>Experience and Qualifications</i>	20
<i>Financial Viability</i>	25
<i>Community Impact and Engagement</i>	10
<i>Operations and Management</i>	5
<i>Marketing and Branding</i>	5
<i>Technology Integration</i>	5
<i>Tenant Responsibility and Community Commitment</i>	10
TOTAL POINTS	100



SECTION 5

5.0: RFP RESPONSE FORMS

5.1. RFP INFORMATION FORM

**RFP No. 26-01: REQUEST FOR PROPOSALS –
RESTAURANT SUBLEASE - 777 NW 2ND AVENUE, UNIT D1, MIAMI, FL,
33136**

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the proposer's firm. Please print the following and sign your name:

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
819 NW 2nd Avenue, 3rd Floor | Miami, FL 33136
(305) 679-6800 | www.seopwcra.com | cra@miamigov.com



SECTION 5

5.0: RFP RESPONSE FORMS

5.1a. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS FORM

**RFP No. 26-01: REQUEST FOR PROPOSALS –
RESTAURANT SUBLEASE - 777 NW 2ND AVENUE, UNIT D1, MIAMI, FL,
33136**

I acknowledge the receipt and have familiarized myself with all addendums for this RFP, and certify that I am authorized to sign for the proposer's firm. Any and all addendums can be found on the SEOPW CRA website by the Response Submission Date. Please print the following and sign your name:

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature

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5.2.1

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____

_____, a corporation existing under the laws of
the State of _____, held on _____, 20____, and the following resolution
was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Corporation, be and
is hereby authorized to execute the Response dated, _____, 20____, for submission to
the Southeast Overtown / Park West Community Redevelopment Agency; and this Corporation and the
execution on its behalf thereof, attested by the Secretary of the Corporation, and with the Corporate Seal
affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this
_____, day of _____, 20____.

Secretary: _____

(SEAL)

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5.2.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of _____
_____, organized and existing under the
laws of the State of _____, held on _____, 20 _____, the
following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be
and is hereby authorized to execute the Response dated, _____ 20_____, for submission to
the Southeast Overtown / Park West Community Redevelopment Agency, and this Partnership and
execution on its behalf, attested by the _____
_____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Secretary: _____

(SEAL)

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5.2.3

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____ organized and existing under the laws of the State of _____,
held on _____, 20_____, the following resolution was duly passed and
adopted:

"RESOLVED, that _____ as _____ of the Joint
Venture be and is hereby authorized to execute the Response dated, _____ 20_____, for
submission to the Southeast Overtown / Park West Community Redevelopment Agency, as an official act
and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

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5.2.4

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)

_____ and as a d/b/a (doing business as)
_____ (if applicable)

_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), is hereby authorized to execute the Response dated, _____, 20____, for submission to the Southeast Overtown / Park West Community Redevelopment Agency, as an individual and/or a going business concern with the a fictitious name, _____ (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20____.

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver's License # _____

(SEAL)

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5.3 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the SEOPW CRA shall have the authority to debar a contractual party for the causes listed below from consideration for award of SEOPW CRA contracts. The debarment shall be for a period of not fewer than three (3) years. The SEOPW CRA shall also have the authority to suspend a Proposer from consideration for award of SEOPW CRA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend Proposer shall be exercised in accordance with regulations, which shall be issued by the SEOPW CRA after approval by the SEOPW CRA Board of Commissioners.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or responses.
4. Violation of contract provisions, which are regarded by the SEOPW CRA to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity.
6. False certification pursuant to paragraph (c) below.
7. Any other cause judged by the SEOPW CRA to be so serious and compelling as to affect the responsibility of the contractual party performing SEOPW CRA contracts.

Christine King
Board Chair



James D. McQueen
Executive Director

(c) Certification:

All contracts for goods and services, sales, and subleases by the SEOPW CRA shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company Name: _____

Signature: _____

Date: _____

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FORM 'A'

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted.

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Telephone number: _____

4. List the firms/entities/individuals that comprise the joint venture:

5. Identify by name and firm, those individuals (and their titles) who are responsible for the day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(i) Estimating: _____

(ii) Marketing and sales: _____

(iii) Hiring/firing of management and non-management personnel:

(iv) Purchasing of major items or supplies:

(v) Supervision of field operations:



FORM 'A' (Continued)

NOTE: If, after filing this form and before the completion of the joint venture's work on the project, there is any significant change in the information submitted, the joint venture must inform the SEOPW CRA in writing.

The following Affidavit was must completed by the principal of each party participating in the joint venture.

AFFIDAVIT

"The undersigned swears or affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of the joint venture and the intended participation by each member of the joint venture in the undertaking. Further, the undersigned covenants and agrees to provide to the Southeast Overtown/Park West Community Redevelopment Agency, ("SEOPW CRA") current, complete, and accurate information regarding work performed by the joint venture in connection with the Project and any proposed changes regarding any member of the joint venture relevant to the joint venture. Any material misrepresentation will be grounds for terminating the Agreement between the SEOPW CRA and the joint venture which may be awarded for the project.

Joint Ventures:

Name of Firm/Entity/Individual: _____
Signature: _____
Printed Name of Signatory: _____
Title of Signatory: _____
Date: _____

Name of Firm/Entity/Individual: _____
Signature: _____
Printed Name of Signatory: _____
Title of Signatory: _____
Date: _____

Name of Firm/Entity/Individual: _____
Signature: _____
Printed Name of Signatory: _____
Title of Signatory: _____
Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE